IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE J.M.JAMES

WEDNESDAY, THE 15TH NOVEMBER 2006 / 24TH KARTHIKA 1928

WP(C).No. 25048 of 2006(F)

PETITIONER:

U.KUNHIRAMAN, S/O. KANNAN,
URUVACHIDATH HOUSE, POST THIKKODI,
KOZHIKODE.

BY ADV. SRI.P.T.MOHANKUMAR
SRI.A.AHZAR

RESPONDENTS:

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1. THE STATE OF KERALA, REPRESENTED BY
THE SECRETARY, DEPARTMENT OF CO-OPERATION
AND PORTS, THIRUVANANTHAPURAM.

2. THE SALE OFFICER,
KOZHIKODE DISTRICT CO-OPERATIVE BANK LTD.,
JOINT REGISTRAR OF CO-OPERATIVE SOCIETIES
(ARBITRATION), KALLAI ROAD, KOZHIKODE.

3. THE KOZHIKODE DISTRICT CO-OPERATIVE
BANK LTD., REPRESENTED BY ITS GENERAL MANAGER,
KALLAI ROAD, KOZHIKODE.

4. THE MANAGER,
K D C BANK LTD., PAYYOLI BRANCH,
MELADI P.O., KOZHIKODE DISTRICT.

BY ADV. SRI.P.V.KUNHIKRISHNAN
GOVERNMENT PLEADER P.N. SANTHOSH

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 15/11/2006, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

W.P.(C).25048/2006

APPENDIX

PETITIONER'S EXHIBITS:-

EXT.P1-	TRUE PHOTOSTAT COPY OF THE LETTER DATED 3.7.2001 SENT BY THE THIRD RESPONDENT SANCTIONING LOAN TO THE PETITIONER.
EXT.P2-	DO- OF THE RELEVANT PAGES OF THE CURRENT ACCOUNT PASSBOOK MAINTAINED WITH THE FOURTH RESPONDENT
EXT.P3-	DO- OF THE DISCHARGE SUMMARY DATED 24.5.2002 ISSUED FROM BABY MEMORIAL HOSPITAL.
EXT.P4-	DO- OF THE SCANNING REPORT DATED 29.5.2004.
EXT.P5-	-DO- OF THE SALE NOTICE DATED 31.10.05 ISSUED BY THE SECOND RESPONDENT.
EXT.P6-	-DO- OF THE LETTER EVIDENCING PAYMENT OF RS.1,00,000/- DATED 19.12.2005
EXT.P7-	-DO- OF REPRESENTATION DATED 28.11.2005 TO THE MINISTER FOR CO-OPERATION.
EXT.P7(a)-	-DO- OF THE ACKNOWLEDGEMENT OF RECEIPT OF THE ABOVE.
EXT.P8-	-DO- OF THE NOTICE OF ATTACHMENT DATED 19.9.2006
EXT.P9-	-DO- OF THE REPRESENTATION DATED 20.9.2006 TO THE FOURTH RESPONDENT.

(TRUE COPY)

P.A TO JUDGE

J.M.JAMES, J.

W.P.(C). 25048/2006

Dated this 15th day of November, 2006

JUDGMENT

The writ petitioner is before this court praying to direct the third and fourth respondents to re-schedule the loan to reduce the interest according to the general guidelines issued by the Reserve Bank of India and to provide at least one year period to re-pay the loan after the re-schedule of the same.

2. When the petition came up before this Court, the relief prayed for was granted directing the writ petitioner to pay an amount of Rs.1,00,000/- within one month from 25.9.2006. It is complained of by the respondent Nos. 3 and 4 that the writ petitioner did not comply with the same. The counsel for the petitioner, however, submitted that because of the massive heart attack, the petitioner could not comply with the condition and therefore, he prayed that an opportunity may be given for re-payment of the amount within the above

period of one month.

3. The writ petition was preferred on 22.9.2006. Admittedly no amount has so far been paid to the fourth respondent, the bank. The counsel for the respondents 3 and 4 had brought to my notice that in circular No.27/2006 dated 29.6.2006, there is a facility for one time settlement for any defaulter, provided the defaulter pays ten percent of the total defaulted amount and also remits the entire balance due to the bank, in ten equal monthly instalments.

4. In view of the facts situation, I direct the writ petitioner or any of his authorised agents to approach either of the third or fourth respondents, with an application for one time settlement within 15 days from today in which event, respondent Nos. 3 and 4 shall fix up the amount due, and allow the writ petitioner to pay ten percent of the amount due within two weeks thereon. The balance amount shall be paid by the petitioner, as per the stipulations contained in circular No.27/2006.

5. Till the amount due to the writ petitioner is

fixed and an order is passed on the application for one time settlement, as directed above, there shall be no coercive steps against the writ petitioner as per Ext.P8.

The writ petition is disposed of as above.

J.M.JAMES
JUDGE

mrcs